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ARIZONA DEPARTMENT OF TRANSPORTATION RECORDING

WHEN RECORDED MAIL TO:
A.D.O.T.
205 SOUTH 17TH AVENUE
MAIL DROP 612E
R/W TITLES MANAGER
PHOENIX, ARIZONA 85007

PROJECT: N-810-602 / 999SW999H088902R INITIAL No.
F-029-1-709 / 089YV312H395701R - CURRENT No.
Maintenance Camp No. 6-11
Parcel 13-1200
Yavapai County
ESC FILE JPA 01-130

AGREEMENT FOR SALE OF LAND

This agreement is entered into on DECEMBER 10, 2002 by and between the State of Arizona Department of Transportation ("ADOT"), Yavapai Community College District ("College"), the City of Prescott (the "City") and the State of Arizona Department of Public Safety ("DPS"). For and consideration of the mutual promises, agreements and covenants set forth below, it is agreed as follows:

1. ADOT agrees to:

- a. convey to the College approximately 193,690 square feet (4.5 acres of land) the legal description of which is attached hereto as Exhibit A and the buildings and improvements thereon by warranty deed free and clear of all encumbrances.
- b. furnish an owners' title policy to the property described in the attached Exhibit A and provide a preliminary title report showing the property to be free and clear of encumbrances at least thirty days prior to closing.
- c. upon demolition, by the College, of the garage building and the underlying concrete slab, ADOT will test for petroleum contaminants and remediate such contaminants to acceptable state and federal guidelines. ADOT has conducted all other necessary environmental studies on the property described in the attached Exhibit A, and has remediated any deficiencies shown by such testing.
- d. ADOT will credit the College in the amount of \$673,500.00 in recognition of the special value of the land described in Exhibit B which will be made subject to a right of way grant from the College to ADOT as described below in paragraph 3(c). Any special value arising from the prospect of reduction of construction

cost if the land described in Exhibit B is made available for highway use in consideration of the construction costs which will be saved as a result of the conveyance of a right of way grant from the College to ADOT as described below in paragraph 3(c).

e. abandon and relinquish its right of way easement for a highway maintenance camp site upon 2.2 acres within Tract B of Section 34, Township 14 North, Range 2 West, G&SR Mer., as excepted and reserved in that Recreation and Public Purpose Patent No. 02-76-0033 to the College dated May 18, 1976, and recorded in Book 3968, Page 37, of the official records of Yavapai County.

2. DPS agrees to:

a. transfer to the College any interest it has in its building located on the property described on the attached Exhibit A.

b. release the ground lease it has from ADOT for a portion of the property described in the attached Exhibit A.

3. The College agrees to:

a. pay ADOT the sum of \$352,100.00 representing \$1,025,600.00 value of the land to be transferred by ADOT to the College less the \$673,500.00 credit described in paragraph 1(d) above.

b. pay the sum of \$87,900.00 to DPS for its building located on the property described in the attached Exhibit A.

c. Grant a right of way to ADOT for highway purposes upon and over the property described in the attached Exhibit B in the form set forth in the attached Exhibit C. It is understood by the parties that this transaction is subject to the College's obtaining confirmation from the United States Bureau of Land Management ("BLM") confirming that the right of way grant from the College to ADOT described in the

attached Exhibits C will not violate the terms of Patent No. 02-76-0033 or the provisions of 43 U.S.C. § 869, *et seq.* as implemented in 43 C.F.R. Part 2740.

d. The College agrees to maintain the sidewalk to be constructed by the City pursuant to paragraph 4.(a)(ii).

4. The City agrees to:

a. provide property beautification, which shall include

i) landscaping (as determined by the City) within the right of way between the present ADOT DPS facility entrances on Sheldon Street easterly onto Gurley Street. The landscaping will be completed as soon as practicable after the completion of construction of the SR69/SR89 intersection project. Landscaping improvements shall be maintained by Yavapai Community College District upon completion.

ii) coordinate with ADOT and provide for design and installation of the curb, gutter and sidewalk (in accordance with City standards and specifications) to close the current ADOT entrances on Sheldon Street; said work to be accomplished with the Rush/Sheldon Street intersection realignment project.

5. Miscellaneous provisions:

a. All parties agree to prepare all necessary documentation in a timely manner.

b. The closing date of this transaction shall be sixty days after the College obtains the confirmation from BLM referred to in paragraph 3(c) above. Title insurance will be furnished by Yavapai Title Company .

c. This transaction shall be escrowed at Yavapai Title Company which will record all necessary documents and transfer funds on the closing date. The parties hereto expressly covenant and agree that they will attempt in good faith to resolve any controversy or claim arising out of or relating to this agreement through negotiation. If, however, a matter has not been resolved within a reasonable period of time, upon written demand of either party, the matter shall be resolved by arbitration in accordance with the Uniform Arbitration Act. A.R.S. § 12-1501, et seq. A party desiring arbitration shall serve upon the other, a writing (the "Notice") describing in general terms, the controversy and naming such party's Arbitrator. Within ten (10) days after said Notice the other party shall serve upon the party demanding arbitration a writing (the "Response"), describing in general terms, any additional issues to be arbitrated and naming its Arbitrator. Within seven (7) days thereafter the two appoint a third Arbitrator. If the two Arbitrators cannot agree upon the third Arbitrator, either party may apply to the Arizona superior Court in and for Yavapai County pursuant to the provisions of A.R.S. § 12-1503 for appointment of the third Arbitrator. The three Arbitrators, immediately after appointment of the third Arbitrator, shall appoint a time and place and otherwise proceed under the provisions of A.R.S. § 12-1505.

d. This agreement is subject to the cancellation provisions of A.R.S. § 38-511, the provisions of which are hereby incorporated into this agreement.

e. The parties hereto expressly covenant and agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute.

f. This agreement may be executed in counterpart.

g. All notices and demands upon any part of this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Prescott
Public Works Director
Box 2059
Prescott, AZ 86302

Arizona Department of Public Safety
Facilities Management Bureau
2102 West Encanto Blvd.
Phoenix, AZ 85005-6638

Yavapai Community
College District, President
1100 E. Sheldon Street
Prescott, AZ 86301

h. Attached hereto and incorporated into this agreement is the written determination of each party's legal counsel that the parties are authorized under the laws of the State of Arizona to enter into this agreement and that the agreement is in proper form.

i. This agreement shall be effective on the date that all parties have executed the agreement.

Dated this 10 day of December, 2002.


CITY OF PRESCOTT

By: 

Rowle P. Simmons, Mayor


Dated this 10 day of December, 2002.

YAVAPAI COMMUNITY COLLEGE
DISTRICT

By: 
Doreen Dailey, Ph.D., President

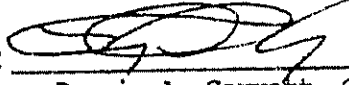

Dated this 14th day of ~~January~~ ^{February}, 2003.

STATE OF ARIZONA, DEPARTMENT
OF TRANSPORTATION

By: 
Victor M. Mendez, P.E., Director

Dated this 7th day of ~~January~~ ^{FEBRUARY}, 2003

STATE OF ARIZONA, DEPARTMENT
OF PUBLIC SAFETY

By: 
 Dennis A. Garrett, Colonel
Director

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Description for Fee Estate - To College

That part of Lot 2, Section 34, Township 14 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a GLO Monument in a barrel 3 feet below grade, marking Corner #1 of the WHIPPLE BARRACKS MILITARY RESERVE, being South $41^{\circ}30'01''$ East 9596.21 from a G.L.O. monument marking Corner #2 of said WHIPPLE BARRACKS MILITARY RESERVE;

thence along the South line of said WHIPPLE BARRACKS MILITARY RESERVE,
South $89^{\circ}41'53''$ East 1031.03 feet;

thence South $04^{\circ}20'25''$ West 33.31 feet to the existing North right of way line of SR 89 - Sheldon Street;

thence along said existing North right of way line, South $53^{\circ}25'46''$ West 35.74 feet;

thence South $0^{\circ}13'09''$ West 25.11 feet;

thence North $89^{\circ}46'51''$ West 33.58 feet to said existing North right of way line;

thence along said existing North right of way line, South $53^{\circ}25'46''$ West 68.82 feet;

thence continuing along said existing North right of way line, from a Local Tangent Bearing of South $68^{\circ}53'08''$ West along a curve to the Right having a radius of 1382.50 feet a length of 98.71 feet;

thence South $03^{\circ}10'33''$ West 29.39 feet;

thence North $86^{\circ}49'27''$ West 89.09 feet, to said existing North right of way line;

thence along said existing North right of way line, from a Local Tangent Bearing of South $76^{\circ}51'55''$ West along said curve to the Right having a radius of 1382.50 feet, a length of 313.91 feet;

thence North $79^{\circ}12'46''$ West 518.88 feet;

thence North $0^{\circ}20'14''$ East 226.21 feet to the southwesterly line of said WHIPPLE BARRACKS MILITARY RESERVE;

thence along said southwesterly line of said WHIPPLE BARRACKS MILITARY RESERVE, South $41^{\circ}30'01''$ East 139.63 feet to the POINT OF BEGINNING.

Exhibit "A"

PROJECT: F-029-1-709	SECTION: Intersection SR 89 & SR 69	Site: 6-11
089UV312H395701R		JD/09-10-01

Description for new ADOT area

That portion of Township 14 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at a G.L.O. Monument in a barrel 3 feet below grade, marking Corner # 1 of the WHIPPLE BARRACKS MILITARY RESERVE, being South 41°30'01" East 9596.21 feet from a G.L.O. monument marking Corner #2 of said WHIPPLE BARRACKS MILITARY RESERVE;

thence along the South line of said Military Reserve, South 89°41'53" East 1072.04 feet to the westerly right of way line of SR 89 (WICKENBURG - PRESCOTT HIGHWAY);

thence along said westerly right of way line, North 30°28'28" East 106.94 feet to the POINT OF BEGINNING;

thence continuing along said westerly right of way line, North 30°28'28" East 1243.01 feet;

thence continuing along said westerly right of way line, from a Local Tangent Bearing of North 0°51'46" East along a curve to the Left, having a radius of 1332.39 feet, a length of 43.73 feet;

thence continuing along said westerly right of way line, North 03°08'10" West 109.67 feet;

thence North 40°51'10" West 208.08 feet;

thence South 3°55'38" East 79.92 feet;

thence South 44°30'54" West 170.00 feet;

thence South 26°58'28" West 220.00 feet;

thence South 8°31'22" West 515.54 feet;

thence South 30°28'28" West 550.70 feet;

thence South 89°41'53" East 80.97 feet to the POINT OF BEGINNING.

Exhibit "B"

PROJECT: F-029-1-709	SECTION: Intersection SR 89 & SR 69	PARCEL: 13-1200
089 YV 312 H3957 01R		CR 1/07/03

EXHIBIT C

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT, is made this 12 day of December, 2002, by and between the YAVAPAI COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Arizona (hereinafter called "Grantor") and the ARIZONA DEPARTMENT OF TRANSPORTATION, an agency of the State of Arizona, its successors and assigns (hereinafter called "Grantee").

1. Grant. Grantor does hereby grant to Grantee a right-of-way for the construction, operation, and maintenance of a highway (which may be a controlled-access freeway) and highway interchange and the use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in and upon the land described in Exhibit A, attached hereto and incorporated herein by this reference (the "Right-of-Way Land" herein). It is acknowledged by Grantor that Grantee may construct a controlled-access freeway with right-of-way fences and there may be no direct access to the highway from this property.

a. The Grantee shall perform all activities in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public and the Grantee shall exercise reasonable care to avoid damage to said land and all property that may at any time be thereon,.

b. The Grantee shall not assign this Right-of-Way Grant without the written approval of the Grantor.

c. Failure of the Grantee to comply with any provision of this Right-of-Way Grant shall constitute grounds for termination thereof.

2. Term. This Right-of-Way Grant shall be effective so long as the right-of-way shall be actually used for the aforesaid purposes, unless, prior thereto, the Right-of-Way Grant is relinquished, abandoned, terminated, or modified.

3. Rights Retained by Grantor. All rights in the Right-of-Way Land which are not expressly granted are retained and may be exercised by the Grantor. These retained rights include, but are not limited to:

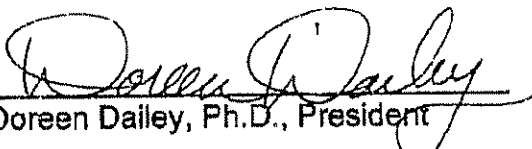
- (i) A continuing right of access onto the Right-of-Way Land by the Grantor;
- (ii) The right of the Grantor to use the Right-of-Way Land, including subsurface and air space, for uses compatible with the Grantee's use; and
- (iii) The right of the Grantor to authorize third parties to use the Right-of-Way Land, including subsurface and air space, for uses compatible with the Grantee's use.

The compatibility of uses shall be determined by the Grantor after consultation with the Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this document effective on the date set forth above. By execution of this document, the Grantee agrees to the terms and conditions of this Right-of-Way Grant.

YAVAPAI COMMUNITY COLLEGE
DISTRICT

ARIZONA DEPARTMENT OF
TRANSPORTATION

By 
Doreen Dailey, Ph.D., President

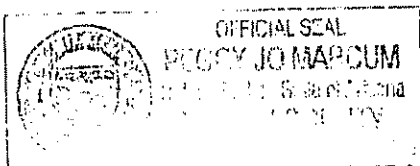
By SEE ATTACHED
Authorized Officer

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Subscribed and sworn (or affirmed) before me in the County of Yavapai and State of Arizona this 12th day of December, 2002. Doreen Dailey

My commission Expires August 28, 2006.


Peggy Jo Marcum
Notary Public, Arizona



2. Term. This Right-of-Way Grant shall be effective so long as the right-of-way shall be actually used for the aforesaid purposes, unless, prior thereto, the Right-of-Way Grant is relinquished, abandoned, terminated, or modified.

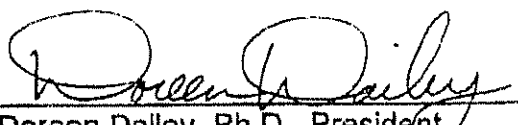
3. Rights Retained by Grantor. All rights in the Right-of-Way Land which are not expressly granted are retained and may be exercised by the Grantor. These retained rights include, but are not limited to:

- (i) A continuing right of access onto the Right-of-Way Land by the Grantor;
- (ii) The right of the Grantor to use the Right-of-Way Land, including subsurface and air space, for uses compatible with the Grantee's use; and
- (iii) The right of the Grantor to authorize third parties to use the Right-of-Way Land, including subsurface and air space, for uses compatible with the Grantee's use.

The compatibility of uses shall be determined by the Grantor after consultation with the Grantee.

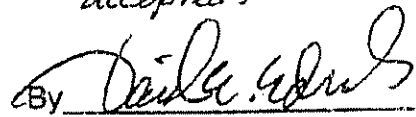
IN WITNESS WHEREOF, the Grantor and Grantee have executed this document effective on the date set forth above. By execution of this document, the Grantee agrees to the terms and conditions of this Right-of-Way Grant.

YAVAPAI COMMUNITY COLLEGE
DISTRICT

By 
Doreen Dalley, Ph.D., President

ARIZONA DEPARTMENT OF
TRANSPORTATION

accepted:

By 
Authorized Officer
for the chief R/W agent

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STATE OF ARIZONA

)
) ss.

COUNTY OF MARICOPA

)

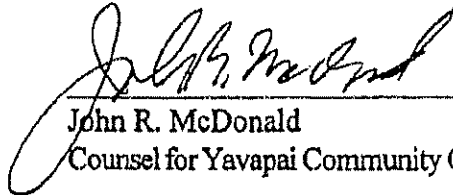
This instrument was acknowledged and executed before me this 25th day February 2003,
by David E. Edwards, Right of Way Program Manager, Arizona Department of
Transportation.



OPINION OF COUNSEL

1. I am the attorney for the Yavapai Community College District.
2. The Yavapai Community College District has the power to enter into the foregoing Agreement pursuant to A.R.S. § 15-1424(I) and A.R.S. § 15-1444(B)(4).
3. In my opinion, the foregoing document is in proper form to carry out the agreements of the parties contained in the Agreement.

DATED this 12 day of December, 2002.



John R. McDonald
Counsel for Yavapai Community College District

The foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

A handwritten signature in black ink, appearing to read 'John R. Moffitt', with a stylized, cursive script.

JOHN R MOFFITT
City Attorney



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TRANSPORTATION SECTION
WRITER'S DIRECT NO: 602.542.8837

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0322-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: 25 February 2003

Terry Goddard
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "James R. Redpath", written over a horizontal line.

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd